

Paraprofessional
Contract
for
2009-2011

**MOUNDS VIEW PUBLIC SCHOOLS
ISD 621**

Table of Contents

CONTRACT.....	4
ARTICLE I RECOGNITION	4
ARTICLE II DUES CHECK-OFF	4
ARTICLE III.....	5
Section 3.1 Wages	5
Section 3.2 Pay Plans.....	6
Section 3.3 Job Description.....	6
Section 3.4 Probationary Rate	6
Section 3.5 Temporary Positions.....	6
ARTICLE IV HOURS AND OVERTIME.....	6
Section 4.1 Definition of Paraprofessionals.....	6
Section 4.2 Overtime	6
Section 4.3 Meeting/Training Attendance.....	7
Section 4.4 Work Breaks	7
ARTICLE V DISCIPLINE AND DISCHARGE.....	7
Section 5.1 Probationary Period	7
Section 5.2 No Discrimination.....	7
ARTICLE VI LEAVES AND ABSENCES	7
Section 6.1 Leave of Absence	7
Section 6.2 Jury Duty.....	7
Section 6.3 Military Leave.....	7
Section 6.4 Extended Leave	8
Section 6.5 Sick Leave	8
Section 6.6 Personal Leave	8
Section 6.7 Bereavement Leave.....	9
Section 6.8 Worker's Compensation	9
Section 6.9 Severance	9
ARTICLE VII MISCELLANEOUS	9
Section 7.1 Safety.....	9

Section 7.2 Holidays	9
Section 7.3 Emergency Closing of Schools	9
ARTICLE	10
ARTICLE IX MUTUAL RESPONSIBILITY	10
ARTICLE	10
Section 10.1 Seniority	10
Section 10.2 Layoff/Recall	11
Section 10.3 Job Posting	12
ARTICLE XI GRIEVANCES AND ARBITRATION	12
Section 11.1 Definitions	12
Section 11.2 First Step	12
Section 11.3 Second Step	13
Section 11.4 Third Step	13
Section 11.5 Submission to Arbitration	13
Section 11.6 Jurisdiction and Authority of Arbitrator	13
Section 11.7 Representation	13
Section 11.8 Time Limitations	13
ARTICLE XII MANAGEMENT RIGHTS	14
Section 12.1 Authority and Power of the Employer	14
Section 12.2 Provisions Contrary to Law	14
ARTICLE XIII DURATION AND RENEGOTIATION OF AGREEMENT	14
Section 13.1 Term of Agreement	14
Section 13.2 Effect of Agreement	14
Section 13.3 Negotiations During Term	14
MEMORANDUMS OF UNDERSTANDING	14
SUBSTITUTE PARAPROFESSIONAL	15
LEVEL V PARAPROFESSIONALS IN EARLY CHILDHOOD PROGRAMS	15

CONTRACT

This Agreement is made and entered into by and between Independent School District No. 621, Ramsey County, Minnesota, hereinafter referred to as the "Employer" and School Service Employees, SEIU Local No. 284, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of:

All paraprofessional employees excluding confidential and supervisory personnel, employees hired to work less than ten and a half (10.5) hours per week, employed by Independent School District No. 621, St. Paul, Minnesota, as "public employees" as defined in Minnesota Statute 179.03, subd.14.

(Information only: 10.5 hour will take effect August 16, 2006)

ARTICLE II DUES CHECK-OFF

The Employer agrees to deduct dues for membership in the Union, and to forward such membership dues to the Union, for any individual employee who has authorized such dues check-off in the following form:

I hereby request the Mounds View School District No. 621 to deduct Union dues from my check each pay period. I hereby waive all right and claim to monies deducted in accordance with this authorization and relieve Independent School District No. 621 and all it's officers and agents from any liability therefore.

Signature:

Date:

For those employees who do not wish to be part of the Union, the Employer, upon request of the Union, shall be obligated to deduct a fair share fee for negotiations and administration of grievance procedures which shall not exceed the usual and customary monthly dues paid by Union members.

ARTICLE III

Section 3.1 Wages

A) The following career wage rates shall be applicable to employees covered by this Agreement effective on the dates indicated. B) The Employer has the authority to unilaterally increase the salary of any classification that is found not to be in compliance with the Local Government Pay Equity Act. The employer will provide a ten (10) day written notice to the Union of any such action.

	<u>Job Title</u>	<u>2009-2010</u>	<u>2010-2011</u>
Pay Class I	Community Education Building Supervisor Paraprofessional	\$12.10/hr	\$12.10/hr
Pay Class II	Clerical Paraprofessional Supervisory Paraprofessional	\$15.78/hr	\$15.78/hr
Pay Class III	Computer Input Paraprofessional IMC Paraprofessional	\$16.03/hr	\$16.03/hr
Pay Class IV	Bookkeeper Paraprofessional Health Care Specialist Paraprofessional	\$18.24/hr	\$18.24/hr
Pay Class V	Special Education Paraprofessional General Instructional Paraprofessional-ESL Instructional Paraprofessional-ETS Instructional Paraprofessional-Indian Education Instructional Paraprofessional-Title I Technology Paraprofessional	\$18.69/hr	\$18.69/hr
Pay Class VI	Secondary Modified Learning Center Paraprofessional Elementary Behavior Manager Paraprofessional Secondary Behavior Manager Paraprofessional Administrative Paraprofessional Pool Paraprofessional Licensed Health Care Specialist Paraprofessional	\$19.50/hr	\$19.50/hr

Longevity

Employees shall receive their longevity increase at the beginning of the school year in which they reach years of service as follows:

<u>Start of:</u>	<u>2009-2011</u>
Fifth (5 th)	\$.30/hr
Tenth (10 th)	\$.40/hr
Fifteenth (15 th)	\$.65/hr
Twentieth (20 th)	\$.75/hr

Section 3.2 Pay Plans

Employees may elect one (1) of the following pay plans by notification to the Human Resources office by June 15.

a) Plan A. One nineteenth (1/19) of the contract salary to be paid on the 15th and last day of each month beginning on September 30.

b) Plan B. One twenty-fourth (1/24) of the contract salary to be paid on the 15th and last day of each month beginning on September 30.

Section 3.3 Job Description

The Director of Human Resources shall provide a general description of a paraprofessional position. Specific duties shall be defined in writing by the paraprofessional's immediate supervisor. A paraprofessional may choose to go on layoff if a major change in duties occurs that is not mutually agreeable to the supervisor and the paraprofessional.

Section 3.4 Probationary Rate

New employees shall be hired at thirty (30) cents per hour less than the lowest prevailing wage rate in each category; the employee will advance upon completion of the probationary period in accordance with Article V, Discipline and Discharge.

Section 3.5 Temporary Positions

A temporary position is defined as one which is created by the extended absence of an employee due to disability, parental leave or other long term leaves extending over a period of more than thirty (30) days but not to exceed one (1) year.

Absences of less than thirty (30) days may be filled in by a substitute employee only after a member or members of this bargaining unit who work in that building have been given the opportunity to arrange their schedule to assume the hours made by the absence of another employee. Assumed hours will not count toward a change in benefits.

Temporary positions will be posted in the same manner as regular positions.

Employees holding temporary positions will be paid the probationary rate that the position is regularly paid and shall not be eligible for any benefits or provisions of this Contract except for paid holidays and the salary listed above. If a temporary employee is subsequently hired to fill a regular position, without a break in service, the employee's first day of employment in the temporary position will become his/her seniority date in the paraprofessional bargaining unit. However, this employee shall still be required to serve an initial probationary period in the regular position in accordance with section 5.1 of the Contract.

ARTICLE IV HOURS AND OVERTIME

Section 4.1 Definition of Paraprofessionals

Full-time paraprofessionals are defined as individuals working at least forty (40) hours per week. Part-time paraprofessionals are defined as individuals in the bargaining unit working less than forty (40) hours per week.

Section 4.2 Overtime

Each employee covered by this Agreement shall be paid at one and one-half (1-1/2) times the regular hourly rate for work in excess of forty (40) hours per week, as directed by the immediate supervisor. Employees assigned to work jobs involving more than one (1) wage rate will receive a weighted average overtime rate for work beyond forty (40) hours in a week.

Section 4.3 Meeting/Training Attendance

Special Education Paraprofessional and Behavior Managers shall be paid for a minimum of four (4) hours of job related training per year at the direction of their supervisor. Paraprofessionals shall be paid their regular rate for required work time outside their normal schedule as assigned by their supervisor. If a paraprofessional is unsure as to what work is required outside of their normal schedule, they must ask their principal for clarification.

Section 4.4 Work Breaks

Employees who work between four (4) and five (5) hours and fifty nine minutes (59) per day are entitled to a fifteen (15) minute paid break. Employees who work six (6) hours or more are entitled to a 30 minute unpaid break. Breaks may not be taken at the beginning or the end of the employees normal schedule unless mutually agreed with the employees supervisor.

ARTICLE V DISCIPLINE AND DISCHARGE

Section 5.1 Probationary Period

Every new employee shall serve a probationary period of six (6) months served during the school year during which the Employer shall have the unqualified right to discipline or discharge such employee without assigning any reason therefore, and without recourse to the grievance procedure. An employee promoted or transferred to a new position shall be on probation for thirty (30) consecutive days, during which period the Employer shall have the right to return the employee to his/her previous position subject to the grievance procedure. However, any employee assigned to a position requiring regular and recurring contact with students must complete thirty (30) days of service during the regular school year in order to complete his/her probationary period. Subsequent to the probationary period the employee shall be discharged only for just cause.

An individual can complete a probationary period during two (2) consecutive school years if the person is in the same position at the same school. If a change in position or building occurs prior to completion of the probationary period, the individual must serve a new six (6) month probationary period.

Section 5.2 No Discrimination

No employee shall be discriminated against because he/she is or is not a member of the Union. The Employer and the Union mutually agree to comply with all applicable State and Federal laws and regulations regarding discrimination against any individual because of such person's race, color, creed, religion, national origin, sex, age or education.

ARTICLE VI LEAVES AND ABSENCES

Section 6.1 Leave of Absence

There shall be no loss of seniority in case of unpaid leaves of absence for good cause, as determined by the Employer.

Section 6.2 Jury Duty

An employee who is absent because of required jury duty will be granted leave and will be paid the difference between his/her regular salary and the fee received for such jury duty. An employee who completes his/her jury duty with one-half (1/2) day or more of the workday remaining shall report for work for that period.

Section 6.3 Military Leave

Leaves of absence for military service will be granted in accordance with all requirements of Federal and State law.

Section 6.4 Extended Leave

Upon written request to the Employer, an unpaid leave of absence not to exceed one (1) year may be granted by the Employer. Purposes of the leave shall be to either:

1. care for the employee's child after birth or placement for adoption or foster care;
2. care for the employee's spouse, son or daughter or parent who has a serious health condition; or
3. for a serious health condition that makes the employee unable to perform the employee's job.

An employee granted a leave under this provision will return to his/her former position.

Leaves granted under this section will be coordinated with any leave available under State law or the Federal Family and Medical Leave Act (FMLA).

Extended unpaid leaves of absence for purposes other than those outlined above may be granted at the Employer's discretion. The precise terms and conditions of any leave of absence granted under this paragraph shall be determined on an individual basis. Employees who resign from a paraprofessional position to accept another position with the District may request a one (1) year leave of absence from the paraprofessional unit for purposes of maintaining their seniority date only.

An employee on unpaid leave shall notify the Employer in writing of his/her intent to return to the District at least thirty (30) days prior to the expiration of the leave. Failure to so notify the District will constitute a resignation.

An employee granted leave without pay shall remain eligible for benefit plans according to the benefit plan eligibility provisions at personal expense in accordance with applicable State and Federal law.

Section 6.5 Sick Leave

Sick leave will be accumulated on the basis of twenty (20) hours of work for each hour of sick leave. No employee shall receive more than his/her regular amount of compensation for a day of absence.

Sick leave hours may be utilized for each period of necessary absence due to illness or injury. The Employer may require the employee to furnish a medical certificate signed by a doctor as evidence of illness or injury. Upon notification of administrator, paraprofessionals will be allowed up to five (5) days of leave per year for illness in the immediate family. Written requests for additional days will be considered by the Director of Human Resources and granted whenever circumstances warrant. Immediate family shall be construed as those relatives listed under Section 6.7. Such leave is non-accumulative and is deductible from accumulated sick leave. In addition, use of the employee's accumulated sick leave shall be allowed for the care of a sick or disabled child under eighteen (18) years of age or under twenty (20) years of age and attending secondary school.

Section 6.6 Personal Leave

Four (4) days of personal leave shall be granted to all paraprofessionals. None of the days used shall be deducted from accumulated sick leave. Such leave may be taken anytime during the school year upon advance notice and arrangement with the immediate supervisor. Paraprofessionals with fifteen (15) years of service shall have an additional day of personal leave that is not deducted from accumulated sick leave. Paraprofessionals shall receive one (1) personal leave day upon being hired to be used during their probationary period. Upon successful completion of probationary period the employees shall receive a prorated portion of the four (4) days of personal leave.

Personal leave on half days and non-contact days. Half days are not optional days to work. Example: If the school is open from 8:00 A.M. to 12:00 PM, and an employees scheduled hours fall between these times they are required to work during this time. These hours are time carded. If an employee is sick on one of the half days, and their scheduled hours are during the time the school is open they would submit a time card as though they have worked that day, but also submit a time off form. If an employees hours do not fall within the schools hours for that half day, they may choose to submit a time off request for personal time (non-probationary paraprofessionals ONLY).

Section 6.7 Bereavement Leave

Five (5) prorated days of leave allowance may be used by the employee for attending or arranging the funeral of employee's spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren. Such leave must be approved in advance by the employee's immediate supervisor, unless advance approval is impossible, in which case, notice shall be given to the employee's supervisor as soon as it is possible. Four (4) of the days used shall not be deducted from accumulated sick leave. Two (2) additional bereavement leave days may be used for deaths not covered in this section and shall be deducted from sick leave.

Section 6.8 Worker's Compensation

No employee may receive more than his/her regular rate of pay for a day of absence. Worker's compensation payments may be deducted from sick leave pay.

Section 6.9 Severance

Employees who have completed at least five (5) years of service or employees who have not been recalled from layoff within one (1) year and who provide the Employer with at least a two (2) week notice, shall be entitled to pay for unused sick leave at the employee's hourly rate at the time of resignation, provided that such pay does not exceed a total of fifty (50) days. For purposes of this Section 6.9, "a days pay" will be calculated as the average amount of hours worked by the employee per day during the high five (5) years of employment.

ARTICLE VII MISCELLANEOUS

Section 7.1 Safety

All regulations and laws of the State of Minnesota and O.S.H.A. governing the safety of employees and building occupants shall be complied with by the Employer and employee. All employees who are assigned to work in a building when they are the only person in the building will not be assigned tasks which are considered hazardous by the employee and his/her supervisor.

In programs and classroom necessitating lifting or multiple lifts throughout the day, assignment of lifts will, where possible be equally assigned to Paraprofessionals working within each program.

Section 7.2 Holidays

There shall be eight (8) paid holidays for paraprofessionals; Thanksgiving, the day after Thanksgiving, December 24, 25 and 26, New Year's Eve and New Year's Day, and Spring Break.

Section 7.3 Emergency Closing of Schools

In the event that the District closes schools or declares a late start due to an emergency, paraprofessional employees will be paid for that day. In the event there are additional school closings days, paraprofessionals will be required to make up the lost time by working extra hours, attending staff meetings, or attending a workshop as directed by the principal or administrator. Individual building principals (or their designee, i.e. special education teacher or supervisor) will arrange the make-up time with their building paraprofessionals. At the employee's discretion, personal leave time or any banked compensatory time may be drawn as the make-up time.

ARTICLE VIII INSURANCE

Eligible employees may enroll for either individual or dependent coverage, however, each employee enrolled in this program shall contribute through payroll deduction any excess of the monthly premium over the maximum Employer contribution described in this section.

The employer will pay full single health insurance premium for a paraprofessional working 35 hours or more per week during the school year. Employees working 20 but less than 35 hours per week during the school year will receive a prorated contribution for health insurance premium based on their full-time equivalent (FTE) of 35 hours. Employees working less than 20 hours per week during the school year are not eligible for participation in the District's health insurance program.

In the event that two employees working for the district are married to each other and each one is eligible for single insurance, the district shall contribute each persons amount of single towards family coverage up to the amount of defined district contribution that is available to certified staff.

Benefit eligible employees shall have the right to enroll into District Insurance plans at the employees expense if the plan permits it.

ARTICLE IX MUTUAL RESPONSIBILITY

The Employer and the Union mutually recognize the needs of the public and that the right of students and residents of this District to the continuous and uninterrupted operation of their schools is of paramount importance. The Union agrees that during the term of this Agreement it will not engage in, support or encourage any work stoppages or slowdowns.

ARTICLE X SENIORITY

Section 10.1 Seniority

Seniority will be based upon continuous and unbroken employment with the Employer starting at first date of employment as a paraprofessional. Seniority is based on a time stamp issued upon completion of paperwork with designee from Human Resources. The seniority list will be developed as a cooperative effort between the Union and Employer. The seniority list will be in the form of one (1) list for the entire District.

The seniority list will be posted in each building and a copy will be mailed to the Union Stewards during the month of April. Questions regarding seniority shall be directed to the Human Resources Department in writing within one (1) calendar week of posting. At the end of this period the seniority list will be deemed correct.

Employees prior to this Agreement who were terminated in lieu of a layoff provision and subsequently rehired in lieu of a recall procedure will be given continuous seniority. Employees in the bargaining unit will earn seniority on the basis of date of employment. If more than one (1) individual has the same starting date of employment, time stamp will be used to break ties. Seniority shall terminate upon any of the following events:

- a) Resignation
- b) Termination for cause
- c) Retirement
- d) Failure to return from a leave of absence
- e) Expiration of recall period not to exceed one (1) calendar year

Employees on layoff or on unpaid leave of absence will continue to accrue seniority.

Section 10.2 Layoff/Recall

Employees will be given a two (2) week written notice before any layoff or reduction in hours during the school year. For purposes of this section, there shall be the following classifications for paraprofessionals:

Community Ed Building Supervisor	Instructional-Indian Education
Clerical	Instructional-Title I
Supervisory	Technology
Computer Input	Special Education
IMC	License Health Care Specialist
Bookkeeper	Secondary Modified Learning Center
Healthcare Specialist	Elementary Behavior Manager
General Instructional	Secondary Behavior Manager
Instructional-ESL	Administrative
Instructional-ETS	Pool

The parties recognize the principle of seniority in administering layoffs and recalls within the stipulated classifications, provided the employee is fully qualified to perform the duties and responsibilities of the positions.

Subd. A Notice of Assignment When time in a building needs to be added for the current school year, principals will increase time of the most senior building employee in the job classification to increased provided that the schedule fits and the assignment, training, qualifications, job duties and performance are sufficiently similar. Prior to the end of the school year, the Building principal or coordinator will formally meet with paraprofessionals to explain the staffing vision for the following school year. Employees will be given written notice of their employment status for the next school year and will have not less than five (5) business days with the exception of Saturday, Sunday or legal holidays to respond to their written notice of assignment.

Subd. B. Layoff When hours in a building need to be cut for the current school year, principals will reduce hours of the least senior building employee in the job classification to be reduced, provided that the assignment, training, qualifications, job duties and performance are sufficiently similar. The District agrees to meet with the Union stewards at the conclusion of the Notice of Assignment process to review assignments

When hours in a building need to be cut for the following school year, principals will reduce hours of the least senior building employee in the job classification to be reduced, provided that the assignment, training, qualifications, job duties and performance are sufficiently similar. The District agrees to meet with the Union stewards at the conclusion of the Notice of Assignment process to review assignments.

An employee whose hours are reduced, may elect to accept the reduced assignment, initiate bumping according Subd D or go on layoff. The loss of hours which were added during the school year will not be considered a reduction in hours.

Subd C. Recall Employees shall be eligible for recall to new positions at or below their previous FTE within classifications for one (1) calendar year following the date of layoff, or until an unlimited number of jobs have been rejected within the one calendar year. A laid off employee will be recalled to positions available the following school year in the same classification with similar job duties of the position that was held in the preceding two (2) school years. Employees who worked in multiple job categories may waive their recall rights to the categories in which they worked less than 2.25 hours per day or less without loss of recall rights. An employee will be recalled out of seniority order if the same position held prior to layoff becomes available. Building principals will assign newly available

hours on a seniority basis to persons who have suffered hour cuts after considering budget, schedules and qualifications.

Subd D. Bumping and Recall An employee whose position is being eliminated or has their hours cut by (1) hour or more, shall be sent written notice during the Notice of Assignment process at the end of each school year or be given at least 30 days notice during the school year. Reduction in hours will be based on the Notice of Assignment form. Any positions available within job classification at the time of reduction in hours will be considered the least senior position. Affected employees may:

- Accept the reduced assignment;
- Elect to displace the least senior employee in the same job classification District-wide within one (1) hour of his or her total assignment; or
- Employees will only be allowed one bumping opportunity. If they turn down an opportunity to bump, they go on layoff/recall.

If the individual is the least senior employee in the job classification, then he or she will be able to displace the least senior employee in the same pay classification provided he or she is qualified for the position.

If the employee chooses or is placed on layoff, recall to positions will follow the provisions contained in Subd. C. of Section 10.2.

The District will post all non-contract paraprofessional positions that occur during the school year in the building with the opening and paraprofessional employees have the right to apply.

Section 10.3 Job Posting

New positions or vacancies will be posted for a period of five (5) workdays. Provided one (1) or more of the applicants is qualified, and all applicants are current paraprofessionals, an applicant will be assigned to the job within five (5) working days after the close of the posting period whenever possible. If the pool of qualified applicants includes both internal and external applicants, an applicant will be assigned to the job within ten (10) working days whenever possible. The District may consider awarding the position based on factors including seniority, training, experience, etc., but shall have the right to hire the most qualified candidate to fill the position. All qualified internal and external staff will be interviewed. Internal candidates will be interviewed before any external candidates. An internal candidate denied a posted position opportunity shall have the right to request the reason for the rejection.

ARTICLE XI GRIEVANCES AND ARBITRATION

Section 11.1 Definitions

The following definitions shall be applicable to terms used in this Agreement:

- (a) Grievance: A "grievance" is any dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. A grievance may be processed through the entire grievance and arbitration procedure set forth in this article.
- (b) Day: a "day" is any calendar day except Saturday, Sunday or a legal holiday.

Section 11.2 First Step

Any employee with a grievance may discuss the matter with his/her immediate supervisor, within five (5) days after the alleged original occurrence of the grievance. If the parties fail to agree within five (5) days after the discussion or if the immediate supervisor fails to adjust the alleged grievance within five (5) days after the grievance discussion is held, the employee may appeal the grievance to the second step.

Section 11.3 Second Step

Any employee who is not satisfied with the disposition of the grievance at the first step shall, with the assistance of the union steward, file a written statement of the grievance with the Director of Human Resources within ten (10) days after the alleged original occurrence of the grievance. The written statement must be dated and signed by the employee and shall set forth the facts and state the provisions of this Agreement alleged to have been violated. If the parties fail to agree or the matter has not been satisfactorily adjusted within five (5) days after the hearing at the second step, the employee may appeal the grievance in writing to the third step.

Section 11.4 Third Step

If the disposition of a grievance at the second step is not satisfactory to the Union, the Union may file with the Superintendent a written request for a conference with the School Board regarding the grievance. At its next regularly scheduled meeting, the School Board shall set a time for a conference of the employee with the School Board or with a committee or representative of the School Board, which conference shall take place no later than the next succeeding regularly scheduled meeting of the School Board. The School Board shall indicate its disposition of the grievance, in writing, within seven (7) days after such conference, with a copy to the employee and the Union.

Section 11.5 Submission to Arbitration

The Union may submit to arbitration any grievance which has been properly processed through the third step of the formal grievance procedure. The Union must file with the Superintendent a written notice of intention to arbitrate not more than ten (10) calendar days after the written disposition of the grievance at step three. The parties shall first attempt to agree upon an arbitrator. If the agreement is not reached within three (3) days, either party may petition the Bureau of Mediation Services for assistance under the Public Employment Labor Relations Act of 1971, as amended.

The parties shall share equally costs and fees of the arbitrator. The cost of the transcript or recording, if requested, shall be borne by the party requesting a copy of the transcript.

Section 11.6 Jurisdiction and Authority of Arbitrator

The arbitrator shall have jurisdiction only over those grievances which have been properly submitted to arbitration in accordance with the terms of the Agreement. The arbitrator shall have no power to add or to subtract from, or to change, modify or amend in any way the terms and conditions of employment set forth in the Agreement; nor shall the arbitrator have any power to hear or determine any dispute involving matters of inherent managerial policy. The decision of the arbitrator shall be subject to all the limitations or arbitration decisions set forth in the Public Employment Labor Relations Act of 1971, as amended.

Section 11.7 Representation

Any employee, supervisor, or the School Board may be represented at any stage of the formal grievance procedure by any person or agent designated by such party to act in his/her behalf.

Section 11.8 Time Limitations

Since it is important that grievances be processed as rapidly as possible, the time limitations specified herein shall be considered as a maximum and every effort will be made to expedite the process. Such time limitations may be extended only by mutual consent. Failure of any employee or the Union to comply with the limitations specified shall constitute a waiver of the grievance. Failure of a supervisor or the School Board to act within the time limitations specified shall constitute a denial of the grievance and shall permit the employee or the Union to proceed to the next stage.

ARTICLE XII MANAGEMENT RIGHTS

Section 12.1 Authority and Power of the Employer

The laws of the State of Minnesota have vested in the Employer the full authority and power to manage, control and direct the operation of the School District, and to adopt, modify or repeal policies, rules and regulations for the District. All such authority and power of the Employer shall continue unimpaired, except as limited by a specific provision of this Agreement.

Section 12.2 Provisions Contrary to Law

Any portion of this Agreement which violates any provision of the laws of Minnesota or of the United States, or any rules or regulations promulgated thereunder, either now or hereafter, shall be null and void and without force and effect. If any provision of this Agreement or the application of any such provision under any circumstances is held invalid, it shall not affect any other provisions of this Agreement or the application of such provision under other circumstances. The Employer reserves the right to amend any provision of this Agreement as necessary thereunder, subject to the grievance procedure.

ARTICLE XIII DURATION AND RENEGOTIATION OF AGREEMENT

Section 13.1 Term of Agreement

This Agreement shall become effective as of August 16, 2009, and shall continue in full force and effect until August 15, 2011 and thereafter until modifications are made pursuant to the PELRA of 1971, as amended.

Section 13.2 Effect of Agreement

Any and all prior engagements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 13.3 Negotiations During Term

The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment. All understandings and agreements arrived at by the parties are set forth in this Agreement.

For the duration of this Agreement the Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, whether or not specifically referred to or covered in this Agreement, even though such matters may not have been within the knowledge or contemplation of either or both of the parties at the time this Agreement was negotiated or executed; provided however, that any or all of the provisions of this Agreement may be opened at any time by mutual consent.

MEMORANDUMS OF UNDERSTANDING

NO CHILD LEFT BEHIND

Recent federal legislation under the Elementary and Secondary Education Act of 2002 and the requirement of No Child Left Behind have created the requirement of "highly qualified personnel standards". Both parties recognize that this legislation impact the hiring qualifications for paraprofessionals.

The provisions of this Memorandum of Understanding shall be applied only to those paraprofessionals required by law to meet the standard of "highly qualified personnel". It shall also apply to paraprofessionals employed by the School District on or before July 1, 2004. Both parties agree to the following in an effort to ensure paraprofessionals currently employed by the Mounds View Public Schools meet the requirements of this legislation:

- The District shall pay up to \$50 toward the cost of the test administered by the State of Minnesota.
- The District will provide unpaid, voluntary training at no cost to those paraprofessionals opting for the portfolio method of meeting the standard under the guidelines established by the State of Minnesota.
- Current paraprofessionals working in areas not currently mandated by law may attend any unpaid voluntary training sessions for the portfolio methods.

SUBSTITUTE PARAPROFESSIONAL

It is agreed that the School District reserves the right to employ on an on call basis such personnel as it deems necessary or desirable as substitute paraprofessionals to replace absent paraprofessionals. A substitute paraprofessional is defined, for purposes of this Section, as a substitute paraprofessional performing duties for the school District for sixty-seven (67) days or more in a calendar year, pursuant to PELRA. Substitutes who sub for pay class I, II, III or IV paraprofessionals will receive nine dollars (\$9.00) dollars per hour. Substitutes who sub for class V or VI paraprofessionals will receive twelve dollars (\$12.00) per hour. The District may increase the hourly rates listed above as necessary for recruitment purposes, but no higher than probationary wage for each class. Substitute paraprofessionals shall not be eligible for any benefits or provisions of this Contract except for the salary listed above.

Non-contract Paraprofessionals:

Work 10.5 hours per week or less. Can only sub on a verily limited basis; emergency type situations.

Substitute Paraprofessionals:

Can work 67 days (or up to 536 hours) per year, for another person that is out of the building.

Contract Paraprofessionals

Can substitute for someone's full day/hours. They can also work before/after scheduled subbing shift in their regular position (can have someone else sub for the remaining hours). Regular and subbing hours cannot exceed 40 hours per week. Contract paraprofessional will receive the class rate (longevity, training wage if applicable) for the position they are subbing in.

LEVEL V PARAPROFESSIONALS IN EARLY CHILDHOOD PROGRAMS

Because of the unique nature and schedule of the Early Childhood (EC) programs and calendar, Level V Paraprofessionals who work in the Early Childhood Programs only Early Childhood Special Education (ECSE) and Early Childhood Family Education (ECFE) may work both as a casual paraprofessional (less than 10.25 hours a week) and be able to accept positions to sub at times other than their regularly scheduled hours. Any casual paraprofessional positions determined in the EC programs must first be offered to current, contract level V EC paraprofessionals prior to hiring a casual employee. Once a casual position is determined, it must be accepted as an entire position (i.e. all of the hours up to 10.25) and not be parceled out in smaller hour increments. This MOU will sunset on June 30, 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement, dated this 9th day of February, 2010 as follows:

INDEPENDENT SCHOOL DISTRICT
NO. 621

SCHOOL SERVICE EMPLOYEES,
SEIU LOCAL NO. 284

_____	_____	_____	_____
Chairperson	Date	Business Representative	Date

_____	_____	_____	_____
Clerk	Date	Steward	Date

_____	_____	_____	_____
Superintendent	Date	Steward	Date

_____	_____	_____	_____
Director of Human Resources	Date	Steward	Date

Mounds View Public Schools do not discriminate on the basis of race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, or disability.

**Published by the Human Resources Department of
Independent School District 621**